

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-222**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
WATERING SERVICES FOR
SOUTH 70TH STREET MEDIANS
FROM PIONEERS BLVD. TO OLD CHENEY ROAD
AND
NORTH 27TH STREET FROM "O" STREET TO FAIR STREET
MEDIANS**

Sealed bids will be received by the city of Lincoln, Nebraska on or before **12:00 noon Wednesday, August 13, 2003**, in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 03-222
BID OPENING TIME: 12:00 NOON
DATE: AUGUST 13, 2003

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

REQUIREMENTS FOR MEDIAN WATERING SERVICES

WORK REQUIREMENTS		PRICE
Watering South 70 th St. Medians, 22,000 sq. ft.	Hourly Price	\$ _____/Hour
Watering North 27 th St. Medians, 13,000 sq. ft.	Hourly Price	\$ _____/Hour

NOTE: It is anticipated that 1" of water to be provided every 7-10 days in the occurrence of no precipitation. Contractor responsible for providing water and all equipment to disperse water including water truck, hoses, water meter, etc. City of Lincoln Traffic Control and Safety Guidelines must be complied with as defined by Engineering Services Division 441-7711.

BID SECURITY REQUIRED: Yes____ Amount:____
No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes_____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 03-222**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the Purchasing Agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

SPECIFICATIONS
FOR
LANDSCAPE WATERING SERVICES

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln Public Works and Utilities Department and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape watering services at designated location(s) for the term of the service agreement.
- 1.3 Landscape watering services are for the center island medians located on South 70th Street from Pioneers Blvd. To Old Cheney Road and North 27th Street from "O" Street to Fair Street..
- 1.4 The attached sample service agreement shall be executed by Contractor selected for award of bid.
 - 1.4.1 Work shall be performed in accordance with the Specifications for Landscape Watering Services and requirements stated in the service agreement.
- 1.5 The term of the initial service agreement is from date of contract through October 1, 2003.
 - 1.5.1 Renewal shall be from June, 2004 through October 1, 2004 and June, 2005 through October 1, 2005.
- 1.6 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.7 For additional information regarding these specifications, please contact Mark Canney, City of Lincoln Parks and Recreation Department, at 441-8248.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln named as "Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 3.2 Bidders are encouraged to inspect designated location(s) where required watering services are to be performed for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Proposal Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified watering services..
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape watering services and their related commercial property landscape maintenance experience.
- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.

- 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
- 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
- 3.4.5 Quality of the bidder's performance of previous work.
- 3.4.6 Hourly rate of the Bid Proposal submitted.
- 3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
- 3.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and previous inspection and acceptance of past work performed under contract for the City.
- 3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.
- 3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must **currently** own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.2.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.3 Experience working in working in high traffic areas.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required watering services per specifications of the City.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".
- 5.3 Protect all existing plant materials that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape watering done by contractor.
- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during watering services at no cost to the City.
- 5.6 Submit to the City of Lincoln Parks and Recreation Department, Mark Canney, any itemized invoices for services performed.
- 5.7 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

- 6.1 Contract administration shall be done by Mark Canney, Park Planner with the City of Lincoln Parks and Recreation Department.
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Public Works and Utilities Department.
- 6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked by the City.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the hourly rates indicated on the Bid Proposal Form for work actually done.
- 7.2 All invoices and landscape watering services performed pursuant to the service agreement shall be submitted to Mark Canney of the Lincoln Parks and Recreation Department.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 One (1) invoice submitted per month for Monthly watering to the satisfaction of the City;
- 7.4 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal and specification number.
- 7.5 All costs associated with labor, materials, equipment strip and preparation, equipment operation, equipment maintenance and repair costs shall be included in the hourly rates submitted on the Bid Proposal Form.

**LANDSCAPE WATERING SERVICES AGREEMENT
FOR
SOUTH 70TH STREET LANDSCAPED MEDIANS
FROM PIONEERS BLVD. TO OLD CHENEY ROAD**

THIS AGREEMENT, made this _____ day of _____, 2003 by and between _____, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

- 1.1 The Contractor hereby agrees to perform center medians watering services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement through October 1, 2003.
- 1.2 Renewal shall be from June, 2004 through October 1, 2004 and June, 2005 through October 1, 2005.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas(Landscape Plans available at the Parks Department, 441-8248)
- 3.2 **WATERING**
 - 3.2.1 Watering to be done on an as need basis as determined by the Lincoln Parks and Recreation and Contractor mutual consensus.
 - 3.2.1.1 Typical watering should include a minimum of 1" every 7-10 days in the occurrence of no precipitation.
 - 3.2.2 Contractor to supply watering truck and water.
 - 3.2.2.1 Lincoln Water System may be contacted at 441-7571 regarding questions or for information on availability of water and cost of water meters.

4. TERMINATION

- 4.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape watering services in accordance with the terms and conditions contained herein.
- 4.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 4.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

5. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

6. INDEMNIFICATION

- 6.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 6.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

7. NON-DISCRIMINATION

- 7.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 7.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 7.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

8. DRUG FREE WORKPLACE

- 8.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 8.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

9. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. INVOICES

- 11.1 All invoices for landscape watering services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted monthly.
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape watering services performed.

11. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

12. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this ____ day of _____, 2003.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By:

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.